

### **REMARKS**

Prior to entry of this paper, Claims 1-30 were pending. Claims 1-30 were rejected. In this paper Claims **1**, **6**, **12**, **13**, **16**, **17**, **23**, **28**, and **30** are amended (independent claims bolded). No claims are canceled or added. After entry of this amendment, Claims 1-30 will be pending. For at least the following reasons, it is respectfully submitted that each of the presently pending claims is in condition for allowance.

#### **Claim Rejections – 35 U.S.C. § 112**

Claims 6 and 10 were rejected under 35 U.S.C. § 112, second paragraph, because “configured to enable” is allegedly unclear. In this paper, Claim 6 is amended to recite “wherein the at least one selected method adds an unused portion of the budget for a time interval to another time interval” (added text underlined).<sup>1</sup> As such, Applicants’ representative respectfully submits that amended Claim 6 is clear.

Applicants’ representative respectfully submits that Claim 10 does not recite “configured to enable”, as asserted by the Office Action on page 2. However, Applicants’ representative has amended Claim 12, which does recite “configured to enable”, to recite “wherein each version of predetermined content further comprises a weighting factor that is employed to select a version of predetermined content with a most number of clicks in the subsequent result in the sponsored search” (added text underlined).<sup>2</sup> As such, Applicants’ representative respectfully submits that amended Claim 12 is clear.

Claims 16 and 28 were rejected under 35 U.S.C. § 112, second paragraph, for allegedly being indefinite. In this paper, Claim 16 is amended to recite “wherein a keyword related to the at least one provided keyword is generated and added to the at least one keyword” (added text

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<sup>1</sup> Support for this amendment can be found throughout Applicants’ specification as filed, including for example, page 9 lines 17-22.

<sup>2</sup> Support for this amendment can be found throughout Applicants’ specification as filed, including for example, page 4 lines 11-17.

underlined).<sup>3</sup> As such, amended Claim 16 recites adding a generated keyword to a list of keywords, not a provided keyword that is simultaneously a generated keyword. Similarly, Claim 28 is amended to recite “wherein the keyword comprises a generated keyword that is relevant to the provided keyword”.<sup>4</sup> As such, amended Claim 28 recites that the keyword comprises a generated keyword, not that the provided keyword is simultaneously a generated keyword.

Claim 18 was rejected under 35 U.S.C. § 112, second paragraph, for allegedly being indefinite. Applicants’ representative respectfully disagrees, and instead points out that Claim 17, from which Claim 18 depends, clearly and distinctly recites a server comprising a memory. As such, one non-limiting embodiment of the claimed invention includes storing the data in the recited memory.

Applicants’ representative respectfully submits the inclusion of memory in a system, such as the recited server, does not render the system a computer readable medium. Applicants’ representative respectfully submits that practically all servers store data on memory in addition to including a processor that operates on the stored data, without the server becoming a computer readable medium. Thus, there is nothing inconsistent or ambiguous about a server receiving data, storing the received data in a memory, and performing some processing based on that data. Therefore, receiving advertiser data at a server, including the particular kinds of advertiser data recited in Claim 18, does not create any ambiguity as to whether Claim 18 recites a server or a computer readable medium: Claim 18 recites a server.

Further, Claim 18 recites what the advertising data may comprise, and makes no mention at all that a URL associated with a keyword is stored on a computer readable medium. Instead, as read in conjunction with Claim 17, the advertising data is displayed.

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<sup>3</sup> Support for this amendment can be found throughout Applicants’ specification as filed, including for example, page 7 lines 18-24.

<sup>4</sup> Support for this amendment can be found throughout Applicants’ specification as filed, including for example, page 7 lines 18-24.

Claim 19 was rejected under 35 U.S.C. § 112, second paragraph, for allegedly being indefinite. Applicants' representative respectfully disagrees, and instead points out that "advertising copy" is clearly defined in Applicants' specification as filed. For example, Applicants' specification as filed teaches "various types of information are provided ... including ... **content** such as **advertising copy**".<sup>5</sup> Applicants' specification as filed also teaches examples of content including "advertisement text, headlines, pictures, graphics, and the like".<sup>6</sup> Therefore, Applicants' representative respectfully submits that the plain language of Claim 19 ("advertising copy") is clear, particularly when interpreted in light of the specification.<sup>7</sup>

Accordingly, Applicants' representative respectfully requests the rejections to Claims 6, 10, 16, 18, 19, and 28 under 35 U.S.C. § 112 be withdrawn.

#### **Claim Rejections – 35 U.S.C. § 103**

Claims 1-5, 7-9, 11-28 and 30 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Singh et al., U.S. Patent No. 7,231,358 (hereinafter "Singh") in view of Davis et al., U.S. Patent No. 6,269,361 (hereinafter "Davis"), and further in view of Mason et al. (Patent Number 6,401,075 hereinafter "Mason").

Claims 10 and 29 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Singh in view of Davis and Mason and further in view of McGregor, U.S. Publication No. 2002/0026360 (hereinafter "McGregor").

Claim 6 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Singh in view of Davis and Mason and further in view of Official Notice.

Amended Claim 1 recites, in part (added text underlined):

*providing at least a budget and a time interval ...  
wherein the at least one predetermined method divides the budget into a plurality  
of sub-budgets for corresponding time intervals across the provided time interval, and the at*

<sup>5</sup>See Applicants' specification as filed, page 6 lines 17-20.

<sup>6</sup>See Applicants' specification as filed, page 7 lines 18-24.

<sup>7</sup>See MPEP § 2111.01.

*least one predetermined method optimizes a plurality of separate bids for each sub-budget and corresponding time interval*

Support for this amendment can be found throughout Applicants' specification as filed, including for example, page 4 lines 8-10, page 10 line 13, page 9 lines 1-8, and page 6 line 23. In contrast, Singh appears to discuss a collection of separate flights.<sup>8</sup> Each of Singh's separate flights appear to contain a set of terms, a budget, and a single flight interval, including starting and ending dates.<sup>9</sup> However, Singh does not teach or even suggest dividing a flight's budget or time interval into sub-budgets and corresponding time intervals, and then optimizing a plurality of separate bids for each sub-budget and corresponding time interval. Instead, Singh appears to discuss "an automated agent" optimizing bids by "periodically checking the conditions in the marketplace and making adjustments".<sup>10</sup> Clearly, Singh's automated agent operates based on current marketplace conditions – a single point in time, not the recited plurality of time intervals. Thus, Singh does not teach or suggest "providing at least a budget and a time interval ... wherein the at least one predetermined method divides the budget into a plurality of sub-budgets for corresponding time intervals across the provided time interval, and the at least one predetermined method optimizes a plurality of separate bids for each sub-budget and corresponding time interval", as recited in amended Claim 1.

Moreover, Singh appears to discuss spending the budget evenly over the flight.<sup>11</sup> Singh appears to discuss accomplishing this "by setting the bids for the terms  $\{T_1, T_2, \dots, T_k\}$  so that the total cost is approximately equal to the budget".<sup>12</sup> Clearly, Singh's ensuring that the total cost is approximately equal to the budget is not dividing the budget into sub-budgets corresponding to time intervals, as recited. Moreover, it is not clear how ensuring that total cost is approximately equal to the budget achieves Singh's goal of spending the budget evenly. Therefore, for at least this additional reason, Singh fails to teach or even suggest "providing at least a budget and a time interval ... wherein the at least one predetermined method divides the budget into a plurality of sub-

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<sup>8</sup> See Singh, column 6 lines 37-47

<sup>9</sup> See Singh, column 6 lines 21-36.

<sup>10</sup> See Singh, column 6 lines 1-8.

<sup>11</sup> See Singh, column 6 lines 37-38 and column 7 lines 41-45.

<sup>12</sup> See Singh, column 7 lines 41-45.

budgets for corresponding time intervals across the provided time interval, and the at least one predetermined method optimizes a plurality of separate bids for each sub-budget and corresponding time interval”, as recited in amended Claim 1.

Davis and Mason, neither of which were relied upon in the rejection of these elements, fail to cure the deficiencies of Singh. While Davis appears to be directed to influencing a position for a search listing,<sup>13</sup> and Mason appears to be directed towards modifying advertisements to fit designated advertising spaces, neither of these references teaches or even suggests the elements discussed above. Therefore, even the suggested combination of Singh, Davis, and Mason fails to teach or suggest “providing at least a budget and a time interval ... wherein the at least one predetermined method divides the budget into a plurality of sub-budgets for corresponding time intervals across the provided time interval, and the at least one predetermined method optimizes a plurality of separate bids for each sub-budget and corresponding time interval”, as recited in amended Claim 1.

Independent **Claims 13, 17, 23, and 30** have been amended to include limitations similar to, albeit different from, those discussed herein with respect to amended independent Claim 1. For at least similar reasons, the combination of Singh in view of Davis and Mason does not suggest the limitations of these claims either. Accordingly, it is respectfully submitted that these claims are patentable over Singh in view of Davis and Mason, and withdrawal of the rejections to Claims 1, 13, 17, 23, and 30 under 35 U.S.C. § 103(a) is respectfully requested.

Dependent **Claims 2-5, 7-9, 11-12, 14-16, 18-22, and 24-28** respectively depended from amended independent base Claims 1, 13, 17, and 23. Thus, these dependent claims are not suggested by the combination of Singh in view of Davis and Mason for at least similar reasons. It is respectfully submitted that these claims are patentable over Singh in view of Davis and Mason, and withdrawal of the rejections to 2-5, 7-9, 11-12, 14-16, 18-22, and 24-28 under 35 U.S.C. § 103(a) is respectfully requested.

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<sup>13</sup> See Davis, abstract.

**Claim 6** was rejected under U.S.C. 103(a) as being unpatentable over Singh in view of Davis and Mason, and further in view of Official Notice. The Office Action, in section 23 on page 14, states, “For example, if a user overpays a credit card bill, the this surplus payment can be applied to the following bill or be returned to the user as a check”. Applicants’ representative respectfully traverses this Office Notice and requests documentary evidence to support such a conclusion. This conclusion is not considered to be common knowledge or well-known in the art at least because the cited example is not applicable or analogous to the limitations of dependent Claim 6. That is, a “credit card bill” is not *“a time interval budget”* nor is it a *“a result of a sponsored search”*. An amount of money already paid is not a *“budget”*. A credit card is not *“at least one selected method.. enabled to optimize a plurality of separate bids for corresponding keywords”* as further claimed in amended independent Claim 1 from which Claim 6 depends. The Office Action does not address nor otherwise obviate these substantial distinctions. Again, the cited example is simply not analogous, nor does it suggest the limitations of Claim 6. The “credit card bill” example does not meet the requirements for Office Notice, nor does it meet the requirements for a rejection under 35 U.S.C. § 103(a). Accordingly it is respectfully submitted that the Official Notice, as well as the rejection under 35 U.S.C. § 103(a), should be withdrawn.

### **CONCLUSION**

It is respectfully submitted that each of the presently pending claims (Claims 1-30) are now in condition for allowance and notification to that effect is requested. Examiner is invited to contact the Applicants' representative at the below-listed telephone number if it is believed that the prosecution of this application may be assisted thereby. Although only certain arguments regarding patentability are set forth herein, there may be other arguments and reasons why the claimed invention is patentable. Applicants reserve the right to raise these arguments in the future.

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Respectfully submitted,

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